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**AGREEMENT**

**Between**

**CITY OF ASBURY PARK**

**and**

**CITY OF ASBURY PARK EMPLOYEES UNION**

**CHAPTER 5, LOCAL 196**

**INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS,**

**AFL-CIO**

**(I.F.P.T.E.)**

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**JANUARY 1, 2013 THROUGH DECEMBER 31, 2017**

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**THIS AGREEMENT**, entered into this 1st day of January, 2013 by and between the City of Asbury Park, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the “City”), and the City of Asbury Park Employees Union, Chapter 5, Local 196, International Federation of Professional and Technical Engineers, AFL-CIO (hereinafter referred to as the “Union”), for and on behalf of the employees of the City now employed and hereinafter employed and hereinafter collectively designated as Employees; and

**WHEREAS**, the City and the Union have heretofore entered into negotiations as to various matters concerning the conditions of employment; and

**WHEREAS**, the City and the Union now desire to reduce the agreement arrived at by said negotiations to a written Agreement;

**NOW, THEREFORE, WITNESSETH**, the parties hereto hereby agree as follows:

## **ARTICLE I**

### **RECOGNITION**

The City hereby recognizes the Union as the sole and exclusive bargaining representative for the City’s employees as listed in Article XXI, “Salaries”, excluding, however, supervisors, forepersons, employees classified as management personnel, and employees excluded by law.

## **ARTICLE II**

### **AGENCY SHOP**

Each employee covered by this Agreement shall, as a condition of employment, be required to pay a “fair share” fee equal to eighty-five (85%) percent of the normal dues, initiation fees, and assessments of Local 196, Chapter 5, IFPTE, AFL-CIO, unless such employee is a member of the Union. Fees deducted from such employees’ salaries shall be transmitted to Local 196, AFL-CIO, in the same manner as regular dues. The Union shall certify to the City that the amounts of said fees are as permitted by law.

## **ARTICLE III**

### **UNION RIGHTS**

A. The City Manager and the Union agree to cooperate in providing measures which will make employees’ working conditions and surroundings more pleasant. The City Manager shall give consideration to all suggestions submitted by the Union.

B. The City agrees to permit the posting of Union information on bulletin boards in each area in which Union employees are assigned, with the exception of the posting of any political notices. All notices must include the name of the person who is responsible for the posting thereof.

C. Employees who are members of the bargaining unit shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when another employee of the higher classification is available to do the said work.

D. Employees shall have the right and responsibility to notify their department head of all hazardous and unsafe conditions not corrected by their supervisors. No employee shall be required to operate equipment or work under unsafe conditions.

E. The City agrees that no increase or other benefits shall be given to any member of this bargaining unit without negotiation between the City and the Union. This said provision is subject to, conditioned upon and in accordance with New Jersey State Statutes, Civil Service Commission Rules and Regulations and Municipal Ordinances. In the event any of the aforesaid provisions contained in this paragraph are not adhere to by the City, the City will grant an equal percentage increase or benefit to all members of this bargaining unit. The Union, upon reasonable notice and during normal business hours, shall be provided access to the bargaining unit payroll list on a quarterly basis. Additionally, the Union shall be permitted to make copies thereof.

F. The City agrees to pay for four (4) Union Committee members for the time spent during regular working hours in meetings with the City Manager or his/her designee.

G. Delegates and/or Officials (maximum of three (3) total) will be allowed a total of five (5) days to go to a Union convention in any calendar year without loss of pay or time.

H. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of investigation or processing of grievances, without loss of pay or time.

I. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of conducting Union business other than that of processing grievance without loss of pay or time.

J. All past privileges and practices not covered in this Agreement, which are more favorable to employees, shall be continued.

K. No material or writing relating to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into his/her file. Any employee of this Union shall have the right at reasonable times to examine his/her file if so desired.

#### **ARTICLE IV**

##### **HOURS OF WORK AND OVERTIME**

###### **A. Hours of Work for "White" Collar Employees**

1. White Collar employees shall be deemed to be such employees as are recited and set forth on the schedule annexed hereto and made a part hereof.

2. The normal work week shall be five (5) days, Monday through Friday, consisting of seven (7) hours per day, thirty-five (35) hours per week, except for those employees on shift work.

3. The existing and usual beginning and ending of the work time schedule shall be maintained, however, the City shall have the sole right to schedule employees' work assignments, which schedule shall be fair and equitable and reflect the actual needs of the City.

###### **B. Hours of Work for "Blue" Collar Employees**

1. The normal work week is defined as the period commencing Monday to Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, except for those employees on shift work or guard work, or Violations Officers who may work a split week.

However, commencing May 15<sup>th</sup> and ending October 15<sup>th</sup> in any calendar year, the normal work week shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days, subject to the provisions contained in Subsection A.3, referring to “white” collar workers, and to which this said paragraph shall be subject, and deemed to be a part hereof.

2. The normal work week for shift work or guard work shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days.

3. A list of those persons in the titles referred to as “blue” collar workers will be annexed hereto and made a part hereof.

C. Hours of Work for Radio Dispatchers, Fire Department

The work week shall consist of forty-two (42) hours, averaged out over an eight (8) week cycle. This said cycle shall coincide with the schedule to which said employee is assigned.

D. Overtime

1. “White” Collar Employees

Overtime will be paid at the rate of time and one-half (1 ½) of the employee’s regular rate of pay, or compensatory time at the rate of double time at the option of the employee.

2. “Blue” Collar Employees

Overtime shall be compensated for at the rate of time and one-half (1 ½) for all time worked in excess of forty (40) hours as heretofore recited, or compensatory time at the rate of double time at the option of the employee.

### 3. General Provisions

a. After a thirty-five (35) hour work week, excepting those employees excluded by virtue of the recitals hereinbefore or hereinafter referred to as the “blue” collar workers, those employees who shall work a forty (40) hour work week as recited herein, including both blue and white collar workers, shall be paid overtime as follows:

- i. All time in excess of regular daily working hours.
- ii. On scheduled days off.
- iii. In the event a member of the Union works on one of the holidays enumerated herein, the City shall pay one full day’s wages at the regular rate of pay of said employee, plus one (1) additional day’s wages at the rate of pay aforesaid. Excluded, however, from this said overtime recital are Fire Department Dispatchers and Violations Officers, who shall be compensated for holiday time in the same manner as are the Fire Fighters and Police Officers of the City.

b.If any employee is on vacation or holiday, that time taken shall be considered as time worked.

c. Overtime shall be distributed equally by Job Title/Classification in which the overtime exists, initially by seniority rotation and thereafter to the employee(s) with the least amount of overtime worked or charged. If no employee is available for overtime in the Job Title/Classification, then the employee with the least amount of overtime in the Department shall be asked, if qualified to do the work. Discrepancies found to be the error of the City shall be corrected by offering the next available overtime to the bypassed employee.

d.A list of employees and their hours of overtime shall be maintained in each department, posted conspicuously, and kept up to-date on a daily basis. All overtime worked or refused shall be charged as overtime worked for the purpose of this provision.

e. Employees shall not carry more than eighty (80) accrued hours of compensatory time as of January 1, 1994. Employees shall not carry more than forty (40) accrued hours of compensatory time as of December 31, 1994, and subsequent years.

Approval for use of time under this provision shall not be unreasonably denied, but determination by department head for use will be based on press of business and/or available manpower. In the event an employee makes several attempts to use available compensatory time during a calendar year, and the requests are denied, then said compensatory time, at the discretion of the department head or City Manager, will either be carried over or paid. Time earned under this section after December 15<sup>th</sup> of any calendar year will be used or credited as if earned in January of the following year.

E. Rest Break

Employees of this bargaining unit shall receive a fifteen (15) minute break period in the morning and in the afternoon, to begin no sooner than two (2) hours from the start of the shift work.

F. Night Differential

The City agrees to pay a night differential payment of two (\$2.00) dollars per night to all employees who work at least 50% of their shift between 4:00 p.m. and 8:00 p.m. This does not include any employees whose overtime begins after completion of his/her regular daily working hours. Effective January 1, 2006 the night differential shall increase to three dollars and fifty cents (\$3.50) per shift.

G. The City will provide written notice to the employees during January and July of accrued sick days, vacation days, and compensatory time. Beginning July 1995 once written notice is given to the employee, that employee shall have fifteen (15) working days to contest

any discrepancies. Failure to contest shall mean the figures provided are accepted as true and accurate and are thereafter not grievable. The aforementioned fifteen (15) working days shall be exclusive of the contractual time in which the employee may grieve this issue.

## **ARTICLE V**

### **HOLIDAYS**

A. The following holidays shall be “paid” holidays per year as follows:

New Year’s Day	Columbus Day
Martin Luther King’s Birthday	Election Day
Lincoln’s Birthday	Veterans Day
Presidents’ Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Easter Sunday (only if worked on schedule)
Labor Day	

B. When an employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays, he/she shall be paid double (2) time at the regular rate of pay of said employee.

C. In addition to the above holidays, each employee shall also be granted his/her birthday off, with pay. In the event the birthday, or any of the above holidays occurs on Saturday, the preceding Friday shall be the day off granted to said employee. In the event the birthday, or any of the above holidays falls on a Sunday, the next succeeding Monday shall be granted as the day off. In the event the birthday falls on a legal holiday, the next succeeding work day shall be given as the day off.

D. An employee may choose to work on his/her birthday and substitute another day off in lieu thereof. Also, an employee may add this day to his/her vacation time.

E. Two (2) religious holidays shall be granted to employees, such time to be charged at the discretion of the employee, to his/her accrued vacation leave due, or in the event the employee does not desire to charge the said religious holiday time to vacation time, the said employee may elect to take the said day off without pay.

## **ARTICLE VI**

### **JURY DUTY**

Employees shall receive full salary while serving on jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

If the employee is not required to be present for jury duty for the entire length of the summons he/she must return to work the day immediately following dismissal.

## **ARTICLE VII**

### **VACATIONS**

A. An employee shall be granted a vacation if earned in each full calendar year without loss of pay. The vacation year shall run from January 1<sup>st</sup> through December 31<sup>st</sup> of the calendar year. Vacations may be taken at any time during the year, subject to the approval of the City Manager or his/her designee. In the event an employee is not permitted to take his/her vacation within the calendar year earned because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year, subject to and conditioned upon the approval of the City Manager, or his/her designee.

Vacation shall be earned in the following manner:

Years of Completed Service

Vacation Days

One (1) to Five (5)

Fourteen (14)

Six (6) to Ten (10)

Sixteen (16)

Eleven (11) to Fifteen (15)

Twenty (20)

Sixteen (16) to Twenty (20)

Twenty-Two (22)

Twenty-One (21) to Twenty-Four (24)

Twenty-Five (25)

Twenty-Five (25) and Over

Twenty-Eight (28)

Vacation days are earned one (1) day per month for new employees and on a prorated basis for terminating employees. New employee is defined as an employee with less than 12 consecutive months of employment with the City.

B. The City Manager or his/her designee shall base the schedule of vacations to be taken by employees on a seniority basis.

C. Every employee shall be permitted to have within any vacation year not more than two (2) "split" vacation periods. Any deviation must be approved in advance by the City Manager or his/her designee.

D. This Article shall remain in full force and effect during the term of this Agreement.

E. Employees have the ability to cash-in up to three (3) days' vacation time per year accumulated that year, payable on January 30<sup>th</sup> of the following year. Vacation days used for this purpose cannot be those carried over from a prior year(s) and the member must not have any additional accumulated vacation days from years prior to carry into the next year.

F. Upon the death of an active employee, the employee's accrued but unused vacation leave shall be paid to the designated beneficiary.

## **ARTICLE VIII**

### **LEAVE OF ABSENCE**

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, subject to New Jersey State Statutes, Civil Service Commission Rules and Regulations, Municipal Ordinances, and the consent of the City Manager, after which time the employee will be reinstated, subject to Civil Service Commission Rules and Regulations of the State of New Jersey, Municipal Ordinances, or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey Civil Service Commission Rules and Regulations, and the New Jersey State Statutes.

## **ARTICLE IX**

### **LAYOFF AND TERMINATION**

- A. Whenever it shall be necessary to decrease the number of employees in the bargaining unit, an employee shall be laid off in accordance with New Jersey State Civil Service Commission Rules and Regulations, and applicable New Jersey State Statutes.
- B. The City will agree to discuss subcontracting as per the regulations of the State Law and State judicial decisions, and abide by laws and statutes relating thereto.
- C. Re-employment rights after layoff shall be governed by the New Jersey Civil Service Commission Rules and Regulations, and the New Jersey State Statutes.
- D. At the time of a layoff, an employee of this bargaining unit employed by the City for a minimum of twelve (12) months shall receive all accrued vacation time due but not taken, plus two (2) weeks' severance pay at the regular rate of pay for said employee.

E. If there is a layoff the employee's prior accumulated sick leave time will be reinstated upon recall from layoff. Employee shall not accrue sick days while on layoff.

## **ARTICLE X**

### **BEREAVEMENT**

A. A member of this bargaining unit shall be granted five (5) working days off for the death of a father, mother, spouse, domestic partner or child including stepchild. The said time off shall be with pay.

B. A member shall be granted three (3) working days off if death occurs to others in the immediate family, which shall consist of stepfather, stepmother, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. The said time off shall be with pay.

## **ARTICLE XI**

### **OVERTIME MEALS**

The City will provide meals for employees working emergency overtime, but the meal allowance and quantity thereof shall be at the discretion of the head of each department and shall be approved by the City Manager.

## **ARTICLE XII**

### **PERSONAL BUSINESS**

A. Employees shall be granted three (3) working days off per year with pay, providing the employee calls in prior to his/her shift to report same, for the purpose of conducting matters of a business or emergency nature. Such time will not be deducted from one's accumulated sick leave or vacation leave. Such days cannot be accrued from year to year, nor can this time be added to one's vacation time.

B. The City will grant additional time off for personal business which must be charged to accrued vacation time only, but not to exceed five (5) days, except upon written permission of the City Manager. It is understood that these additional days (5) shall be granted only upon twenty-four (24) hours prior notice by the employee to his/her supervisor.

C. In the event of an emergency that prevents the employee from calling in (as in A above) said requirement shall be waived. It is understood, however, that it is the responsibility of the employee to justify the nature and extent of any such emergency situation to the employer upon his/her return to work.

D. Personal Business Days are eligible for use at the beginning of the year, but are considered to be earned on a prorated basis for new employees or terminating employees.

## ARTICLE XIII

### SICK LEAVE

#### A. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and twenty (20) days in every calendar year thereafter. Effective January 1, 1991, after the first year of employment, and in anticipation of continued employment, employees will be credited with twenty (20) sick leave days at the beginning of each calendar year. Effective January 1, 2015, after the first year of employment, and in anticipation of continued employment, employees will be credited with eighteen (18) sick days at the beginning of each calendar year. All employees hired after January 1, 2015, shall be credited with fifteen (15) sick days at the beginning of each calendar year. If an employee resigns, retires or is on an unpaid leave of absence greater than two (2) weeks or a suspension greater than two (2) weeks, sick time shall not be accrued during such period of non-work absences and, if previously used, shall be deducted from an employee's salary to the extent that said sick time was not accrued.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Upon retirement, each permanent full-time employee, hired prior to May 1, 1982, shall receive one hundred (100%) percent of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing on the date of said employee's retirement.

4. Permanent full-time employees hired May 1, 1982 or later shall receive, upon

retirement, one-half (1/2) his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee's retirement.

5. Effective January 1, 1996 all permanent full-time employees hired on or after January 1, 1996 shall receive, upon retirement, one-half (1/2) his or her accumulated sick leave time not to exceed \$15,000.00.

6. Effective January 1, 1989, twenty-five (25%) of accumulated sick days, not to exceed sixty (60) working days with pay, shall be paid in the event of the death of an employee to the employee's spouse or estate.

7. Upon the death of an active employee, the employee's accrued sick time shall be paid at fifty percent (50%) of the amount accrued at time of death to designated beneficiary of the employee to a maximum of \$15,000.00.

**B. Reporting of Absence on Sick Leave**

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

**C. Verification of Sick Leave**

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. Any employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

c. Effective upon adoption of this Agreement, a member may use up to two (2) days as wellness hours. Wellness hours (verified by doctor's visit) shall not be counted towards incidences as stated in C.1-a. Prior notification must be made to the Supervisor and verification may be required.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and, in addition thereto, that his/her return will not jeopardize the health of the other employees.

D. Effective January 1, 2000, a Perfect Attendance Program shall be implemented. If no sick days are utilized during the calendar year, an employee shall receive three (3) additional vacation days for use in the following year. Effective January 1, 2006 if a maximum of one (1)

sick day is utilized during the calendar year, a member shall receive two (2) additional vacation days for use the following calendar year.

#### **ARTICLE XIV**

#### **LONGEVITY**

Effective October 1, 2004 the following longevity schedule reflecting a 4% increase each year for four (4) years shall be implemented in the following manner:

5 – 9 yrs	\$ 585
10 – 14 yrs	\$1170
15 – 19 yrs	\$1755
20 – 24 yrs	\$2340
25 – 29 yrs	\$2925
30 + yrs	\$3510

#### **ARTICLE XV**

#### **MANNER OF SALARY PAYMENT**

Commencing July 1, 1979, employees of the bargaining unit shall be paid bi-monthly, one twenty-fourth (1/24<sup>th</sup>) of their annual salary, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period. A record of each employee's sick leave shall be available to the officially designated Union stewards monthly.

## **ARTICLE XVI**

### **PROMOTIONS**

A. The City agrees that, where promotions are available, employees within this bargaining unit presently employed on a permanent basis shall be appointed from Civil Service Commission promulgated lists of existing employees over non-employees when and wherever possible, when three (3) or more names appear on said Civil Service Commission lists. The City will also give consideration to temporary CETA workers in positions to be filled.

B. Notice of available promotions or new positions shall be posted on bulletin boards in each department.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

#### **B. Definition**

The term "grievance" as used herein shall be any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union, the Union on behalf of an individual, or the City.

#### **C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievance between

the parties covered by this Agreement, with the exception of City-initiated grievance which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

#### Step One

The Steward or Union official and aggrieved (if he/she so desires) shall present the grievance to the immediate supervisor within ten (10) working days after the event giving rise to the grievance or of the time the employee could have reasonably been expected to gain knowledge of its occurrence. Failure by the aggrieved to act within such specified time shall be deemed to constitute an abandonment of the grievance. The grievance may be stated orally, and if no settlement is reached within sixteen (16) working hours or less, it shall then be put in writing by an appropriate Union official. The written grievance shall be referred to:

#### Step Two

The Union Grievance Committee (2 Union officials), Steward and aggrieved (if he/she desires) shall meet with the Department Head no later than three (3) working days after submission of the written grievance to the Department Head. The Department Head shall give a written answer, after full discussion with the Union representatives as defined herein, either at the close of the meeting or within three (3) working days thereafter. Should the grievance remain unsettled, after following the procedure outlined above, it shall then be referred to:

#### Step Three

The Union officials outlined in Step Two, aggrieved (if he/she so desires) and Union Business Agent shall meet with the City Manager, Department Head and Supervisor no later than three (3) working days after the Union receives the Department Head's written answer from Step Two. After discussion between the parties, the City Manager shall render a written decision

within three (3) working days thereafter (copy to Union and aggrieved). Should the grievance remain unsettled after following the procedure outlined above, it shall be referred to:

#### Step Four

All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday or Sunday) after receiving the answer in Step Three, be referred to arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance shall be deemed dropped. The party desiring the arbitration shall submit, within five (5) working days of notice to the other party, an arbitration request to either the New Jersey Public Employment Relations Commission/Division of Conciliation and Arbitration, or the Civil Service Commission, whichever is applicable. The parties shall be governed by the rules and regulations of the applicable Commission. Further, the parties desiring the arbitration may have the option of submitting the grievance to "Expedited" arbitration under the PERC rules governing same.

The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Union and the City.

#### D. City Grievances

Grievances initiated by the City shall be filed directly with any authorized Union officer, delegate or steward within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within then (10) calendar days after the filing of the grievance aforesaid by the City Manager, his/her designee, the person against whom the grievance has been initiated, and a representative of the Union, in an earnest effort to adjust the differences between

the parties. In the event the said differences are not adjusted, the City shall be afforded the opportunity to invoke the arbitration procedure hereinbefore referred to.

E. Either party may request an extension of time at any one of the above Steps but only one (1) such extension, providing the party desiring such extension gives written notice to the other prior to the expiration of the time limit specified in the specific Step. Such extension shall not exceed two (2) working days.

F. Discipline – Suspension – Discharge

Any employee subject to discipline, suspension or discharge shall have recourse to the grievance procedure beginning at the Step Two level. Should the matter remain unresolved at the Step Two level, it shall be put in written grievance form and submitted to the City Manager under the procedure outlined in Step Three. Thereafter, if the matter remains unsettled, it may be submitted to arbitration as outlined under Step Four.

**ARTICLE XVIII**

**SENIORITY**

A. Seniority is herewith defined as the length of an employee's continuous permanent service with the City, and as more particularly set forth in the New Jersey State Civil Service Commission Rules, Regulations and Statutes.

B. An employee shall cease to have seniority rights by reason of the following:

1. Voluntary quit or resignation
2. Justifiable discharge
3. Absence without notice for five (5) consecutive days shall constitute resignation

except for reasons approved by the City Manager, which approval shall not be unreasonably withheld and further subject to and conditioned upon the approval of the Civil Service Commission and applicable New Jersey State Statutes.

C. Seniority shall be applied for the following purposes, in addition to those provided for by New Jersey State Civil Service Commission Rules and Regulations and applicable New Jersey State Statutes; to wit, priority selection of vacation.

## **ARTICLE XIX**

### **INJURY LEAVE**

A. 1. Whenever a member of the bargaining unit is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, such employee shall receive his/her salary for a period not to exceed fifty-two (52) consecutive weeks from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Laws for said period of time.

2. An employee's medical condition shall be reviewed at least every four (4) months to determine if he/she is eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

C. In order to receive payment under this Article, the injured employee must, as soon as

practicable after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Absence from work under this provision must be based upon the certification of an authorized physician (See subsection F) that the employee is presently unable to perform his/her duties as a result of the work-related injury. Absences meeting this requirement shall not be charged against the employee's sick leave.

E. Injury leave under this provision may be granted for up to fifty-two (52) consecutive weeks, for any one injury, from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pensions, if the retirement determination precedes the expiration of the fifty-two (52) consecutive weeks of injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a second opinion and/or evaluation from the physician of the employee's choice. If the employee's doctor and the City's doctor disagree as to the employee's diagnosis, a third opinion shall be obtained as follows:

The Union and the City shall each compile a list of five (5) medical doctors from which the Union and the City shall mutually select a single physician within three (3) days from the time that the dispute between the employee's doctor and the City's doctor arose. The

determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will continue under this Article and will not be ordered to return to work.

G. Absence from work under the provision aforesaid, when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's sick leave.

## **ARTICLE XX**

### **HOSPITALIZATION AND INSURANCE**

A. The City shall provide hospitalization and medical insurance for all full-time employees, their spouse and dependent children. As to dependent children, the same shall be those children who are determined to be dependent by Blue Cross/Blue Shield, with a Rider J included herein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In the event of any such proposed change, the Union shall first be given the opportunity to review the newly proposed plans/coverage. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid by the City.

Effective January 1, 2012, the co-payments shall be increased as follows:

Primary doctor	\$10.00
Specialists	\$20.00
Prescription – Generic	\$10.00
Prescription – Brand Name	\$20.00

All out-of-network providers and procedures will be covered at 80% after meeting the deductible of \$400.00 for the first person and \$800.00 for the remainder of the family. The maximum out-of-pocket expenditure is \$2,000 for the first person and \$4,000 for the family.

B. All employees who shall retire after January 1, 1980 and have twenty-five (25) years of continuous full-time service with the City of Asbury Park shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972.

C. Effective June 1, 1988, any full-time employee who retires on or after that date and who is at least sixty-two (62) years of age and has at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual hospitalization insurance, as presently in effect for current employees.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension.

E. "Deferred" retirement shall not entitle an employee to receive hospitalization pursuant to this Article.

## **ARTICLE XXI**

### **SALARIES**

The City agrees that the base salary rates for all employees covered by this Agreement shall be as specified in this Article. Reflected in these salary rates are the following increases which shall become effective on the dates shown:

A. Effective January 1, 2013, all employees shall receive a zero percent (0%) wage increase, across the board.

B. Effective and retroactive to January 1, 2014, all employees shall receive a one and one-half percent (1 1/2%) wage increase, across the board.

C. Effective and retroactive to January 1, 2015, all employees shall receive a one and one half percent (1 1/2%) wage increase, across the board.

D. Effective January 1, 2016, all employees shall receive a two percent (2%) wage increase, across the board.

E. Effective January 1, 2017, all employees shall receive a three percent (3%) wage increase, across the board.

F. All employees hired after May 1, 2015, shall be placed on the step guide set forth as Appendix B.

G. Employees shall receive their increment step on the anniversary date (date of hire or date of promotional appointment) of their employment in the job classification as a City employee. Employees with anniversary dates between the 1<sup>st</sup> and 15<sup>th</sup> of the month shall receive their increment step on the first of the month. Employees with anniversary dates between the 16<sup>th</sup> and the 31<sup>st</sup> of the month shall receive their increment on the first day of the following month. An employee promoted to a higher rated job title shall be slotted in at the step increment of the new position that is the next highest pay to his/her present rate.

## **ARTICLE XXII**

### **STRIKES AND LOCKOUTS**

Since it is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all differences, disputes and grievances that may arise between them, the Union agrees that it shall not authorize, sanction or approve any strike, stoppage or slowdown during the term of this Agreement. The City agrees that it shall cause no lockouts.

## **ARTICLE XXIII**

### **MANAGEMENT RIGHTS**

The management of the City and the direction and regulation of its working forces, including discharge for just cause, except as specifically limited by this Agreement or Civil Service Commission Rules and Regulations, shall be the exclusive function of the employer and its management. Provided, however, that the provisions of this paragraph shall not be used by the employer for the purpose of discriminating against any member of this bargaining unit, or in disregard of the provisions of this Agreement and/or Civil Service Commission Rules and Regulations.

## **ARTICLE XXIV**

### **POLICE AND FIRE DEPARTMENT DISPATCHERS**

#### **A. Hours off when working overtime**

All members of this bargaining unit working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said dispatcher begins his/her regular tour of duty after completion of an overtime hour.

#### **B. Two-Hour minimum overtime pay**

Employees recalled to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours pay, at the rate of one and one-half (1 ½) times the basic pay of said employee.

#### **C. Uniforms**

1. If the City requires uniforms as a part of the attire worn by a member, the total cost of

outfitting that member upon hire (or title change), shall be paid for by the City. The uniform allowance will be paid yearly to the member thereafter on January 15<sup>th</sup>. Effective January 1, 2006 the uniform allowance will be as follows:

Special Officers II	\$1000
Parking Enforcement Officer/Special Officers I	\$ 700

All other uniform requirements will be negotiated prior to implementation.

2. Effective January 1, 2006 those members required to wear uniforms shall receive a yearly uniform maintenance allowance of five hundred (\$500) dollars per year. The uniform maintenance shall be paid to the member on June 1<sup>st</sup> each year. This provision shall not apply in the event the City provides uniforms with full maintenance.

## **ARTICLE XXV**

### **TERMS OF AGREEMENT**

A. This Agreement shall be effective as of January 1, 2013. It shall be binding upon the City and the Union until December 31, 2017, and thereafter from year to year unless either party hereto shall notify the other in writing, in accordance with the requirements of the Public Employment Relations Commission Rules and Regulations and the Statutes of the State of New Jersey, of an intention to make change in, or terminate, the old Agreement. Negotiations shall commence no later than sixty (60) days prior to expiration.

B. If any provision of this Agreement hereinbefore and hereinafter recited, or any application of this Agreement as it affects any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full

force and effect, and the parties agree to negotiate immediately for a substitute for that portion of the Agreement so invalidated.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals and caused this document to be signed by their proper corporate officers, the day and year first above written.

CITY OF ASBURY PARK  
Monmouth County, New Jersey

ATTEST:

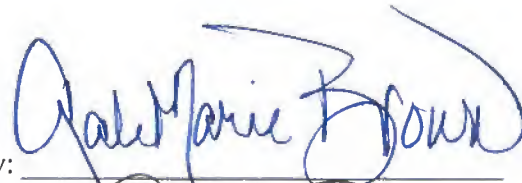
  
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By:   
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CITY OF ASBURY PARK EMPLOYEES  
UNION, CHAPTER 5, LOCAL 196  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL  
ENGINEERS, AFL-CIO

ATTEST:

\_\_\_\_\_

By:   
\_\_\_\_\_

Gail Brown, President  
Chapter 5, Local 196

By:   
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Leonard C. Schiro, Business Agent  
Local 196, IFPTE, AFL-CIO